

	Box	Source	Explanation (based on RTO West Stage 2 Filing only)	Issues/Comments
1	Figure 2			Comment: See Paragraph 104 of FERC Order
2	Figure 2	RTO West Stage 2 Filing, Appendix B, p.4	There are numerous additional details with respect to the conversion process that would need to be worked out (...).	
3	Figure 2			Question: Should CTRs be reformatted to POR/POD format to fit the LMP scheme proposed in FERC's SMD NOPR?
4	(2.1) <i>PTOs and RTO West determine data requirements for CTRs related to existing contracts obligations and associated CMAs</i>	RTO West Stage 2 Filing, Appendix B, p.4	The congestion management proposal contemplates that rules for cataloguing and converting PTO's pre-existing contracts and load service obligations will be consistent for all PTOs (and other parties who wish to convert pre-existing contracts to RTO West service), but will be structured into a variety of categories tailored to fit different types of contracts.	Comments: <ul style="list-style-type: none"> See Attachment 2 - White Paper – Types of Obligations, (by Chris Reese) See Attachment 7 – White Paper – Catalogue Database Design See White Paper – Contract Customer Participation in Cataloguing & Conversion of Transmission Rights, by Marilyn Semro, 10/28/02 Draft
5	(2.2) <i>PTOs and RTO West design and post standard catalogue template for PTOs to collect information on pre-existing contracts</i>		CTRs Catalogue will be designed in cooperation between PTOs and RTO West and will be posted for all PTOs to input CTR information.	<ul style="list-style-type: none"> Working assumption: There will be a collaborative process (in which all interested stakeholders may participate) to design the cataloguing database. Comment: CTRs will need to identify injection and withdrawal points [...] because congestions clearing costs are assessed only with respect to those facilities. (Appendix B., p.5)
6	(2.3) <i>PTO identifies all eligible contracts and load service obligations and compiles information in the catalogue template</i>	RTO West Stage 2 Filing, Appendix B, p.5	The rules describe how the PTO with the obligations to provide transmission service will identify those obligations within its catalogue with RTO West	<ul style="list-style-type: none"> Working assumption: Every Participating Transmission Owner has the option to involve its customers in its initial cataloguing process ("populating" the cataloguing database) if it so chooses. [Note - This part of the working assumption had no dissent.

				<p>Some participants wanted to add that when a Participating Transmission Owner elects to involve customers in the initial cataloguing process, it must do so on a nondiscriminatory basis. Other participants felt that there could be legitimate reasons for needing or wanting to consult with particular customers or types of customers without having to do so across the board.]</p> <ul style="list-style-type: none">○ Working assumption*: RTO West would contact each Participating Transmission Owner's pre-existing customers directly and request the customers' input concerning how they believe their transmission rights under contracts with each of the Participating Transmission Owners should be catalogued. This information would inform RTO West's process of testing the sufficiency of each Participating Transmission Owner's Congestion Management Assets against its catalogue of customer obligations. (*Note: this working assumption, proposed by Steve Johnson, was not acceptable to all participants attending 10/24/02 meeting)○ Issue and Proposal (by Lon L. Peters): Issue: PTOs should have an option to include to include its customers, not an obligation; Proposal: Proposal: Each PTO will inform each transmission customer of the contracts with that customer that
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				<p>are included in the list transmitted to RTO West. If the customer disputes the exclusion of any contract, RTO West will adjust the list accordingly by adding the excluded contract.</p> <p>o</p>
7	(2.4) <i>Revisions/updates to template design</i>		The catalogue template will be updated with revisions identified during the process of data compilation	
8	(2.5) <i>PTO assigns CMAs to cover CTR commitments and performs its own internal test for sufficiency</i>	RTO West Stage 2 Filing, Attachment F, p.4	Each PTO's CTRs and Congestion Management Assets must balance. In other words, each PTO must provide RTO West with Congestion Management Assets to support the transmission service obligations the PTO brought with it when it joined RTO West.	<p><u>Issue and Proposal (by Lon L. Peters):</u></p> <p><u>Issue:</u> step excludes customers currently paying for CMAs and their concern that such assets should be adequately included in the sufficiency test. Thus, such customers should be included in this step.</p> <p><u>Proposal:</u> PTOs will inform their customers of the aggregate CMAs assigned to the catalog, and will provide sufficient information for customers to compare assigned CMAs with current and past practices. Customers may dispute the assignment of CMAs to the catalog by PTOs. [Collective disputation processes are probably required for this particular eventuality.]</p>
9	(2.5) <i>PTO assigns CMAs to cover CTR commitments and performs its own internal test for sufficiency</i>	RTO West Stage 2 Filing, Attachment F, p.20	Each PTO's Congestion Management assets must balance with its CTRs and converted obligations. In other words, each PTO has an obligation to provide to RTO West (and reflect in the cataloguing process), Congestion Management Assets that are at a minimum sufficient to satisfy its outstanding pre-existing transmission contracts and load service obligations the PTO brought with it when it joined RTO West.	
10	(2.6)		In this step, RTO will check for formatting,	

	<i>Catalogue submitted in template form to RTO West or Agent for RTO West and checked for accuracy and completeness</i>		accuracy, and completeness of the required CTRs and CMAs information entered into the catalogue, not sufficiency of CTRs and CMAs with respect to scheduling. (Accuracy and completeness of data only – error checking.)	
11	(2.7) <i>CTRs catalogue completed and transferred to RTO West for sufficiency testing</i>	RTO West Stage 2 Filing, Attachment F, p.20	RTO West will test the sufficiency of each PTO's catalogued Congestion Management Assets, measured against all of the rights under or based on the PTO's pre-existing transmission contracts and load service obligations in the aggregate (not on an individual contract-by-contract basis).	<ul style="list-style-type: none"> ○ Question: Does RTO West need to have a test of whether PTO is overclaiming or underclaiming CTRs? ○ Question: What is the appropriate test? Should such test(s) be defined up front? ○ Question: Should RTO West verify validity of CTRs claimed by PTOs? What verification methods may be used? ○ Issue: RTO West's ability to modify the Catalogue Sufficiency test
12	<i>Figure 3</i>			Comment: For detail explanations to Figure 3 see Catalog Sufficiency Test White Paper
13	(3.1) <i>Initial Compilation CTR Catalogue Completed</i>		<i>See Figure 2</i>	
14	(3.2) <i>Annual updates, or as conditions change</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.1	Each PTOs catalogue entries will be periodically updated as necessary to reflect such items as load growth (where provided for in the underlying contract or load service obligation), expiration of contracts, changes in the PTO's CMA, changes to or the exercise of elective rights under pre-existing contracts included in the catalogue,etc. Any errors in cataloguing will be corrected promptly upon discovery by	

			reference to the underlying contract that governs the right.	
15	(3.3) <i>RTO test sufficiency of PTO's CMA to meet a broad range of feasible CTR use</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.1	<p>RTO West tests the sufficiency of the CMA to meet a wide range of CTR use. The CTR use is based on internally consistent and feasible resource dispatch to meet peak load.</p> <ul style="list-style-type: none"> ○ Using a wide range implies a stochastic (probabilistic) approach. ○ The assessment would be done on an aggregate basis using a security constrained power flow model and will only consider the PTO's CMA (assume that PTO's system is electrically isolated.) ○ A result of the sufficiency test will be identification of conditions where the CMA is sufficient to meet the feasible CTR use (where redispatch needed). 	
16	(3.4) <i>PTO and RTO review sufficiency to understand why sufficiency test failed</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.1	The PTO and RTO West discuss the insufficiency to understand when and to what extent redispatch is needed (either physical or financial).	Issue/Concern (from meeting 11/7/2002): Could there be any problems related to sufficiency testing if there are confidentiality issues related to load forecasting? There could be different confidentiality problems for retail load forecasts as compared to wholesale load forecasts
17	(3.5) <i>PTO adjusts CMA</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.1	The PTO then revises its CMA to correct the insufficiency.	
18	(3.6) <i>Dispute Resolution</i>		See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft	Issue (by Lon L. Peters): Discussion is necessary on the question of whether the PTO/RTO dispute resolution process should admit third parties.
19	(3.7) <i>Move on to aggregate sufficiency</i>		See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft	

	<i>test of all PTO's CMA</i>			
20	(3.8) <i>Update CTR Catalogue, if necessary</i>		<i>See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft</i>	
21	(3.9) <i>RTO West tests sufficiency and simultaneous feasibility of all PTOs' CMAs to meet a broad range of feasible CTR use</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.2	<p>RTO West then will test the aggregate of all PTO's CMA (as may be revised in the prior test) to meet the aggregate use of CTRs. This test will also:</p> <ul style="list-style-type: none"> ○ Use a wide range of CTR use, which implies a stochastic (probabilistic) approach. ○ Be done on an aggregate basis using a security constrained power flow model and will consider all PTOs' CMA (using the entire grid). ○ Test the feasibility of the redispatch included in the PTO's CMA (the sum of the base generation dispatch and change in generation from redispatch must be within feasible generation limits). ○ Result in the identification of conditions where the aggregate CMA is insufficient to meet the feasible CTR use (where additional redispatch is needed.) 	
22	(3.10) <i>All CMA are approved and CTRs are issued.</i>		<i>See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft</i>	
23	(3.11) <i>Dispute Resolution</i>		<i>See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft</i>	Issue (by Lon L. Peters): Discussion is necessary on the question of whether the PTO/RTO dispute resolution process should admit third parties.

24	(3.12) <i>PTOs and RTO West review test to understand why sufficiency test failed</i>	White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft, p.2	In the event that the aggregate CMA is insufficient, the PTOs and RTO West will discuss the insufficiency to understand when and to what extent redispach (either physical or financial) is needed to be sufficient. The PTOs will decide among themselves what redispach obligation will be made available to RTO West and how such costs will be shared amongst the PTOs.	
25	(3.13) <i>PTOs agree on how to adjust CMA to pass test and how such costs are to be shared</i>		<i>See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft</i>	
26	(3.14) <i>Update CTR Catalogue, if necessary</i>		<i>See White Paper – Catalog Sufficiency Test, Phil Mesa, 10/8/02 Draft</i>	
27	<i>Figure 4</i>			Issue: The group may attempt to simplify the process to avoid multiple dispute resolution
28	(4.1) <i>PTO makes good faith offer to the customer to convert</i>	RTO West Stage 2 Filing, TOA	PTO makes good faith offer to the customer to convert TOA states good faith offer is made prior to transmission commencement date.	<ul style="list-style-type: none"> ○ Need for definition/details: The concept of “good faith” needs to be further defined and additional details on initial negotiations and procedural steps need to be developed ○ Working assumption: Included in each Participating Transmission Owner's obligation to make a good faith offer to each of its customers to enable them to convert their pre-existing transmission agreements to RTO West service is an obligation to disclose to each customer the catalogue entries the Participating Transmission Owner has made with

				respect to that customer's contracts.
29	(4.2) <i>Customer initiates conversion process</i>	RTO West Stage 2 Filing, Appendix B, p.3	1. The Contract Customer voluntarily initiates the conversion process, and must specify which contract or contracts it wishes to convert, and whether (with respect to each contract to be converted) it chooses the CTR election path or the FTO election path.	Issue (by Lon L. Peters): The customer should not have to specify either the CTR election path or the FTO election path (Note – need to keep in mind that Stage 2 proposal allowed CTR conversion election only within one-year window following initiation of RTO West commercial operations). The customer should be permitted to request both at the same time, and thus understand the implications of the two options, before making a choice between the two.
30	(4.3) <i>Customer decides whether to convert</i>			Comment: locked with ADR
31	(4.4) <i>No conversion</i>		Customer decides not to convert and deals directly with PTO	
32	(4.5) <i>Customer makes a counteroffer</i>		Customer makes a counteroffer and enters into good faith negotiations with PTO.	
33	(4.6) <i>Customer and PTO resolve differences and reach agreement on the offer</i>			Issue (by Lon L. Peters): This step should include ADR, if invoked by either party.
34	(4.7) <i>Customer elects to convert transmission service (within 1 year for CTRs) and must indicate preference between CTRs or FTOs</i>	RTO West Stage 2 Filing, Appendix B, p.3/ TOA	1. The Contract Customer voluntarily initiates the conversion process, and must specify which contract or contracts it wishes to convert, and whether (with respect to each contract to be converted) it chooses the CTR election path or the FTO election path. (Timing: within 1 year of transmission service commencement date.)	<ul style="list-style-type: none"> ○ Need to clarify: Should this step take place after Contract Customers complete initial negotiations with PTOs and reach agreement on what CTRs will be awarded to them and what FTOs would be assigned, if elected? ○ Comment: There may be a way to convert transmission rights to another form or forms such that the election process could be done differently and perhaps without a timeframe. (Arne Olson)
35	(4.7) <i>Customer elects to convert</i>	RTO West Stage 2 Filing, Appendix	As explained in the accompanying discussion paper, there are two types of	Issue (by Lon L. Peters): The customer should not have to specify either the CTR

	<i>transmission service (within 1 year for CTRs) and must indicate preference between CTRs or FTOs</i>	B, p.1	contract conversion available to any party that receives service under a pre-existing PTO transmission service contract or load service obligation (the "Contract Customer"): the CTR election path and the FTO election path.	election path or the FTO election path (Note – need to keep in mind that Stage 2 proposal allowed CTR conversion election only within one-year window following initiation of RTO West commercial operations). The customer should be permitted to request both at the same time, and thus understand the implications of the two options, before making a choice between the two.
36	<i>(4.8) Customer/PTO agree on catalog (CTR) results</i>	RTO West Stage 2 Filing, Appendix B, p.3	2. The PTO and the Contract Customer must agree that the CTRs in the PTO's catalogue that describe the PTO's transmission service obligations to the Contract Customer accurately reflect the Contract Customer's rights under the contract (or contracts) that Contract Customer has elected to convert.	Question: Whether agreement on CTR results can alter a PTO's CMA commitment?
37	<i>(4.8) Customer/PTO agree on catalog (CTR) results</i>	RTO West Stage 2 Filing, Attachment F, p.22	The Contract Customer and the PTO must agree on both the process and the outcome of the cataloguing process (or their inability to agree must be resolved through dispute resolution), because the Contract Customer will thereafter be bound by the provisions of the catalogue concerning its ability to submit schedules linked to CTRs.	
38	<i>(4.9) Dispute resolution, if needed</i>	RTO West Stage 2 Filing, Appendix B, p.3	3. If the Contract Customer and the PTO cannot agree on the accuracy of the CTRs related to contracts the Contract Customer wishes to convert, the matter must be resolved through the RTO West dispute resolution process.	
39	<i>(4.10) Customer/PTO/RTO West sign 3-way suspension agreement</i>	RTO West Stage 2 Filing, Appendix B, p.1	(...) Under either path, the Contract Customer that chooses to convert a pre-existing contract will enter into a three-way suspension agreement with the PTO and RTO West. (...)	Question: Does the 3-way suspension agreement establish a final outcome of PTO's CMAs and obligations to the customer?
40	<i>(4.10) Customer/PTO/RTO West sign</i>	RTO West Stage 2 Filing, Appendix	4. The Contract Customer, PTO, and RTO West must enter into a three-way	

	<i>3-way suspension agreement</i>	B, p.3	suspension agreement with respect to any contracts to be converted. (...)	
41	<i>(4.10) Customer/PTO/RTO West sign 3-way suspension agreement</i>	RTO West Stage 2 Filing, Attachment F, p.22	Under the second option, the Contract Customer, RTO West, and the PTO will enter into a three-way suspension agreement that will relieve the PTO of its transmission service obligations under the pre-existing transmission agreement and shift those obligations to RTO West.	
42	<i>(4.11) PTO's CMA & CTR Catalogue updated, if necessary</i>		Updates to CMA & CTR Catalogue may result from good faith negotiations between PTO and Contract Customer or dispute resolution.	
43	<i>(4.12) DONE</i>	RTO West Stage 2 Filing, Appendix B, p.4	5. If the Contract Customer has chosen to convert a contract through the CTR election path, the conversion process is complete with Step 4. (...)	
44	<i>(4.13) Customer submits a single feasible dispatch for each month (on peak/off peak) that is within CTR range and recognizes contract limitations, if applicable</i>	RTO West Stage 2 Filing, Appendix B, p.4	6. Based on the agreed-upon CTRs or the arbitrator's determination of what CTRs are necessary to honor the PTO's obligations to the Contract Customer, the Contract Customer selects a single, feasible dispatch for each month (for both on-peak and off-peak) covered by the CTR, which must take into account any contract restrictions.	
45	<i>(4.14) RTO West checks to see if request is feasible, FTOs have equivalent value and doesn't increase burden on PTOs CMA</i>	RTO West Stage 2 Filing, Appendix B, p.4	7. RTO West will test the Contract Customer's selected feasible dispatch set to make sure it: (1) is consistent with the CTR; (2) provides FTOs with equivalent (but not greater) value; and (3) doesn't increase the burden on the PTO's Congestion Management Assets.	Need for further work: some disagreements exist; need to work out further details. Unclear about PTO's CMA responsibility.
46	<i>(4.15) RTO West Approves?</i>	RTO West Stage 2 Filing, Appendix B, p.4		
47	<i>(4.16)</i>	RTO West Stage	8. The PTO will have the right to receive	

	<i>Customer and PTO may review and dispute RTO West finding</i>	2 Filing, Appendix B, p.4	notice of the conversion and review RTO West's determinations concerning the feasible dispatch and FTOs to be issued. 9. Both the Contract Customer and the PTO will have rights to invoke RTO West's dispute resolution process if they do not agree with RTO West's determination made under Step 7.	
48	<i>(4.17) Dispute resolution on RTO West rejection of FTOs, if needed</i>	RTO West Stage 2 Filing, Appendix B, p.4	8. The PTO will have the right to receive notice of the conversion and review RTO West's determinations concerning the feasible dispatch and FTOs to be issued. 9. Both the Contract Customer and the PTO will have rights to invoke RTO West's dispute resolution process if they do not agree with RTO West's determination made under Step 7.	
49	<i>(4.18) PTO reviews RTO West findings and may dispute</i>	RTO West Stage 2 Filing, Appendix B, p.4	8. The PTO will have the right to receive notice of the conversion and review RTO West's determinations concerning the feasible dispatch and FTOs to be issued. 9. Both the Contract Customer and the PTO will have rights to invoke RTO West's dispute resolution process if they do not agree with RTO West's determination made under Step 7.	
50	<i>(4.19) Dispute resolution on PTO's disagreement with RTO West's approval, if needed</i>	RTO West Stage 2 Filing, Appendix B, p.4	8. The PTO will have the right to receive notice of the conversion and review RTO West's determinations concerning the feasible dispatch and FTOs to be issued. 9. Both the Contract Customer and the PTO will have rights to invoke RTO West's dispute resolution process if they do not agree with RTO West's determination made under Step 4.7.	
51	<i>(4.20) FTOs assigned to Customer</i>			
52	<i>(4.21)</i>	RTO West Stage	10. Once the conversion process is	Need to clarify: Should PTO's CMAs

	<i>PTO's CMA & CTR Catalogue updated, if necessary</i>	2 Filing, Appendix B, p.4	completed, RTO West and the PTO must update the PTO's catalogue of CTRs and Congestion Management Assets as necessary to reflect the conversion	commitment be in any way affected by the Contract Customer's decision to convert to FTOs
53	(4.22) DONE		FTOs Conversion Process completed	